

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>GLAXOSMITHKLINE K.K.,</b>	§	
<b>Plaintiff</b>	§	
	§	
<b>V.</b>	§	<b>C.A. No. _____</b>
	§	<b>In Admiralty</b>
	§	
<b>CEVA LOGISTICS U.S., INC. and</b>	§	
<b>CEVA FREIGHT, LLC d/b/a/ CEVA</b>	§	
<b>OCEAN LINE,</b>	§	
<b>Defendants</b>	§	

**COMPLAINT**

Plaintiff, by its attorneys, Hill Rivkins LLP, complaining of the above-named defendants, alleges upon information and belief:

**A.**

1. This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1333.

**B.**

2. At and during all the times hereinafter mentioned, Plaintiff had and now has the legal status and principal offices and places of business stated in Schedule A attached.

**C.**

3. At and during all times hereinafter mentioned, Defendants had and now have the legal status and offices and places of business stated in Schedule A, and were and now are engaged in business as freight forwarders, providers of logistics services and non-vessel operating common carriers (NVOCC).

**D.**

4. On or about the date and at the port of shipment stated in Schedule A, Defendants received, in good order and condition, the shipment described in Schedule A, which Defendants accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

**E.**

5. The vessel arrived at the port of discharge stated in Schedule A, where the shipment was delivered physically damaged.

**F.**

6. By their negligent handling, stowage, and transportation of the cargo carried from New York City to Yokohama, Japan, Defendants caused or contributed to the damage to the shipment.

**G.**

7. By reason of the premises, Defendants breached, failed, and violated their duties and obligations as freight forwarders, providers of logistics services and NVOCCs and were otherwise at fault.

**H.**

8. Plaintiff was the shipper, consignee, or owner of the shipment described in Schedule A, and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the shipment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

I.

9. Plaintiff has duly performed all duties and obligations on its part to be performed.

J.

10. Venue is proper in this District and Division because Defendants are corporations or similar entities with principal offices and places of business in Houston, Texas. Additionally, the terms of the shipping contract place venue in Houston, Texas by agreement.

K.

11. By reason of the premises, Plaintiff has sustained damages, as nearly as same can now be estimated, no part of which has been paid although duly demanded, in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00).

L.

12. All and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and this honorable Court.

WHEREFORE, Plaintiff prays:

- a. That summons in due form of law may issue against Defendants;
- b. That a judgment may be entered in favor of Plaintiff against Defendants, one or more of them, for the amount of Plaintiff's damages, together with interest and the costs and disbursements of this action; and
- c. That this Court will grant to Plaintiff such other and further relief as may be just and proper.

Respectfully submitted,



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ATTORNEYS FOR PLAINTIFF

GLAXOSMITHKLINE K.K.

**SCHEDULE A**

**Legal Status and Place of Business of Parties**

Plaintiff, **Glaxosmithkline K.K.**, was and now is a foreign corporation or other business entity with a principal place of business in Japan.

Defendant, **Ceva Logistics U.S., Inc.**, was and now is a Delaware corporation or similar entity, with power to sue and be sued, with its principal place of business in Houston, Texas, which may be served with process via its registered agent:

CT Corporation System  
1601 Elm Street  
Dallas, Texas 75201

Defendant, **Ceva Freight, LLC d/b/a Ceva Ocean Line**, was and now is a Delaware limited liability company or similar entity, with power to sue and be sued, with its principal place of business in Houston, Texas, which may be served with process via its registered agent:

CT Corporation System  
1601 Elm Street  
Dallas, Texas 75201

**DESCRIPTION OF SHIPMENT**

Vessel: M/V EVER REACH

Date of Shipment: February 24, 2009

Ports of Loading: New York, New York

Port of Discharge: Yokohama, Japan

Shipper: Glaxosmithkline

Consignee: Glaxosmithkline K.K.

Description of Shipment: Toothpaste tubes

Nature of Loss or Damage: Water damage

Amount: \$15,000.00